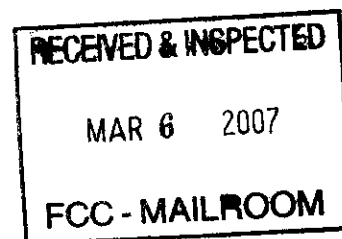




# SAINT MARY'S COLLEGE HIGH SCHOOL

PERALTA PARK • 1294 ALBINA AVENUE • BERKELEY • CALIFORNIA 94706-2599  
TELEPHONE (510) 526-9242 • FAX (510) 559-6277 • WWW.SAINTMARYSCHS.ORG

DOCKET FILED 03/06/2007



March 1, 2007

Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Room TW-A325  
Washington, DC 20554

Subject: eRate Form 471 Application # **530313**  
Reference: CC Docket numbers: **96-45** and **02-6**

Good Day:

The purpose of today's letter is a **request for review** of a decision made by the USAC for eRate application number **530313** for funding year 2006/2007, for **Saint Mary's College High School**, billed entity number **109431**. I am providing you with the existing agreements that St. Mary's has for FRN **1469310** for eRate form **470 426330000577877**.

St. Mary's originally signed an agreement with XO Communications on 5/19/2005 for both T1 voice and internet connections.

When I completed eRate form **471 # 530313**, I erroneously referenced the 2006/2007 **470** application number when I completed the FRN for XO Communications, **1469310**. I should have referenced the **470** application number **981750000529499** from 2005/2006.

In addition, on February 6, 2006, during the 28 day bid window between the filing period between 470 and 471, we received a fax from XO Communications, offering us an opportunity to save an additional 10% off our existing rates. We replied to the offer, which did not change any of our existing services or change the end of our contract date, which is May 19, 2008.

Sharon Borden, Lead Billing Analyst for XO Communications and I had a conference call on the morning of February 28, 2007 with Devin Hughey from USAC, Schools and Libraries Division (reference case # 21-556124). Upon hearing the facts of our case, Mr. Hughey recommended that we appeal directly to the FCC, and believes that we could expect a favorable review.

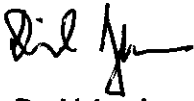
I have enclosed a copy of form 471 from 2006/2007 and copies of the school's agreements from XO Communications, along with the offer to reduce our monthly charges.

Please let me know if you need any additional information.

No. of Copies rec'd 0  
List ABCDE

March 1, 2007

Sincerely,

A handwritten signature in black ink, appearing to read "David Jacobs", with a stylized flourish at the end.

David Jacobs

Senior Network Administrator  
St. Mary's College High School  
Phone: (510) -559-6243  
Fax: (510) -559-6298  
E-Mail: [djacobs@stmchs.org](mailto:djacobs@stmchs.org)

FCC Form 471

Do not write in this area.

Approval by OMB  
3060-0806

Cert 10: 45719

**Schools and Libraries Universal Service  
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at [www.sl.universalservice.org](http://www.sl.universalservice.org).)**

**The instructions include information on the deadlines for filing this application.**

**Applicant's Form Identifier**

(Create your own code to identify THIS form 471) STMCHS

**Form 471 Application#**

(To be assigned by administrator)

530313

**Block 1: Billed Entity Information** (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

**1 a** Name of Billed Entity ST MARY'S COLLEGE HIGH SCHOOL

**2 a** Funding Year: July 1, 2006 Through June 30: 2007

Billed Entity Number: 109431

**4 a** Street Address, P.O. Box, or Routing Number 1294 ALBINA AVE

City ALBANY

State CA

Zip Code 94706 2504

**b** Telephone Number ~~510-526-9242~~ 510-559-6243

**c** Fax Number 510-559-6298

**5 a** Type of Application

- ☒ Individual School (individual public or non-public school)  
☐ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)  
☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)  
☐ Consortium ☐ Check here if any members of this consortium are ineligible or non-governmental entities

**6** Contact Person's Name

~~Denise Ihrig~~

David Jacobs

First, if the Contact Person's Street Address is the same as in Item 4, check this box.

If not, please complete the entries for the Street Address below.

**b** Street Address, P.O. Box, or Routing Number 1294 ALBINA AVE

City ALBANY

State CA

Zip Code 94706 2504

☐ **c** Telephone Number ~~510-526-9258~~ 510-559-6243

☐ **d** Fax Number 510-559-6298

☒ **e** E-mail Address dihrig@stmchs.org

**f** Holiday/vacation/summer contact information



0 4 7 0 0 1 0 1 0

Entity Number 109431

Applicant's Form Identifier STMCHS

Contact Person Denise Ihrig

Phone Number 510-526-9258

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

**Block 2: Impact of Services Ordered on Schools****IF THIS APPLICATION INCLUDES SCHOOLS...****BEFORE ORDER AFTER ORDER**

7a	Number of students to be served		700
b	Telephone service: Number of classrooms with phone service	30	30
d	Direct broadband services: Number of buildings served at the following speeds: Between 10 mbps and 200 mbps	8	8
e	Direct connections to the Internet: Number of drops	165	165
f	Number of classrooms with Internet access	30	30
g	Number of computers or other devices with Internet access	155	155

**Block 3: Impact of Services Ordered on Libraries****NOT APPLICABLE AS THIS APPLICATION IS FOR SCHOOL**

Worksheet A No: 803873

Student Count: 700

Weighted Product (Sum. Column 8): 280

Shared Discount: N/A

1. School Name: ST MARY'S COLLEGE HIGH SCHOOL

2. Entity Number: 109431 NCES:

3. Rural/Urban: Urban

4. Student Count: 700

5. NSLP Students: 56

6. NSLP Students/Students: 8.000%

7. Discount: 40%

8. Weighted Product: 280

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

**Block 5: Discount Funding Request(s)**

FRN: 1465095

FCDL Date:

10. Original FRN:

11. Category of Service: Telecommunications  
Service

12. 470 Application Number: 426330000577877

13. SPIN: 143000677	14. Service Provider Name: Verizon Wireless
15a. Non-Contracted tariffed/Month to Month Service: Y	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1281446
16a. Billing Account Number: 510-526-9242	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date:
19a. Service Start Date: 07/01/2006	19b. Service End Date: 06/30/2007
20. Contract Expiration Date:	
21. Attachment #: 1-Verizon	22. Block 4 Entity Number: 109431
23a. Monthly Charges: \$400.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$400.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$4,800.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$4,800.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$1,920.00	

FRN: 1469310 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 426330000577877
13. SPIN: 143000112	14. Service Provider Name: OX California, Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1281930
16a. Billing Account Number: 2648642	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date: 05/19/2005
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 05/19/2008	
21. Attachment #: 2- XO Communications	22. Block 4 Entity Number: 109431
23a. Monthly Charges: \$1,731.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$1,731.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$20,772.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$20,772.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$8,308.80	

FRN: 1470707 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 426330000577877
13. SPIN: 143004340	14. Service Provider Name: Dell Marketing LP
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 510-526-9242	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date: 02/10/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: 3 Dell 2850 Exchange	22. Block 4 Entity Number: 109431

23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$6,000.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$6,000.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$6,000.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$2,400.00	

FRN: 1470750 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 426330000577877
13. SPIN: 143004340	14. Service Provider Name: Dell Marketing LP
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date: 02/10/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: 4 Dell 2850 for DNS/DHCP	22. Block 4 Entity Number: 109431
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$9,900.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$9,900.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$9,900.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$3,960.00	

FRN: 1479461 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 426330000577877
13. SPIN: 143666666	14. Service Provider Name: SLD Interim
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 510-526-9242	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date: 02/16/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: 5 Cabling, Wiring Closet	22. Block 4 Entity Number: 109431
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$7,500.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$7,500.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$7,500.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$3,000.00	

FRN: 1481747 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 426330000577877
13. SPIN: 143005588	14. Service Provider Name: CDW-G
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 510-526-9242	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/10/2006	18. Contract Award Date: 02/16/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: 6 CDW-G Procurvex2	22. Block 4 Entity Number: 109431
23a. Monthly Charges: \$.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$1,311.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$1,311.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$1,311.00	
23j. % discount (from Block 4): 40	
23k. Funding Commitment Request ( 23i x 23j): \$524.40	

### Block 6: Certifications and Signature

Do not write in this area.

Application ID:530313

Entity Number	109431	Applicant's Form Identifier	STMCHS
Contact Person	Denise Ihrig	Phone Number	510-526-9258

### Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23l on all Block 5 Discount Funding Requests.)	\$50,283.00
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$20,113.20
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$30,169.80
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$30,169.80
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☐ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity



(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.

34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date

40. Printed name of authorized person  
Denise Ihrig

41. Title or position of authorized person  
Accounting manager

42a. Street Address, P.O Box or Route Number  
1294 Albina Ave.  
City, State Zip Code  
Berkeley, CA 94706

42b. Telephone number of authorized person:  
(510) 559-6258

42c. Fax number of authorized person:  
(510) 629-6298

42d. E-mail of authorized person:  
dihrig@stmchs.org

42e. Name of authorized person's employer  
Saint Mary's College High School

**The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

**Please submit this form to:**

**SLD-Form 471  
P.O. Box 7026  
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,  
mail this form to:**

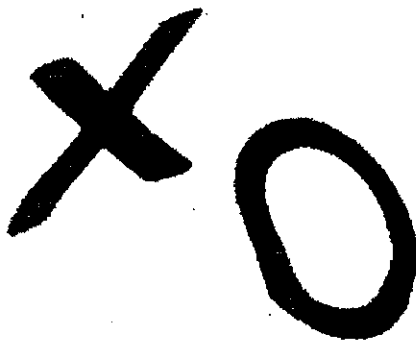
**SLD Forms  
ATTN: SLD Form 471  
3833 Greenway Drive  
Lawrence, Kansas 66046  
(888) 203-8100**

Print

Refresh Page

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TM

**IMPORTANT ACCOUNT INFORMATION-REMINDER**  
**10% OFF YOUR MONTHLY RECURRING CHARGES**

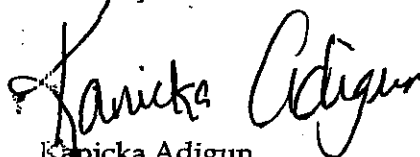
	From:	Kanicka Adigun
To: Robert Whalen	Date:	2/6/06
Fax: 510-554-6298	Fax:	1-800-610-0672
Re: ACCOUNT RENEWAL 10% PROMO	Pages:	3

Dear Valued Customer:

Thank you for choosing XO Communications (formerly Allegiance Telecom, Inc.) as your telecommunications provider. It has come to my attention that you are eligible to receive an additional 10% of your current rates! Simply complete and sign the enclosed agreement, then fax it to 1-800-610-0672. By renewing your agreement with XO, you will be enrolled in a promotion that discounts your Monthly Recurring Charges an additional 10% for the entire term of your new agreement. There will be *no change to your current services*; you will simply receive an additional 10% off of the low rates you currently enjoy.

I truly hope you take advantage of this opportunity. Should you have any questions or if there is anything we can do to better meet the needs of your business, please contact me directly at 214-722-6793. Thank you again for being our customer, we look forward to a long partnership with your company.

Sincerely,

  
Kanicka Adigun  
Retention Representative

PHONE: 214-722-6793 FAX: 1-800-610-0672 E-MAIL KANICKA.ADIGUN@XO.COM

XO Communications

Sign & Fax to:  
1-800-610-0672TELECOM  
SERVICES ORDER AGREEMENT  
Customer Care 1-800-553-1989  
See attached terms and conditions.

738

## ORDER TYPE

<b>PLAN TYPE</b> <input checked="" type="checkbox"/> STANDARD PLAN <input type="checkbox"/> INDEPENDENCE PLAN	<b>CUSTOMER TYPE</b> <input type="checkbox"/> NEW CUSTOMER <input type="checkbox"/> EXISTING CUSTOMER – adding to existing service agreement <input checked="" type="checkbox"/> RENEWAL CUSTOMER – no changes to current service <input type="checkbox"/> RENEWAL CUSTOMER – changes listed below or on attached form
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## CUSTOMER PROFILE

Customer Account Name ST. MARYS COLLEGE HIGH SCHOOL		Multi Locations (If Yes, use Multi-Location Addendum) <input type="checkbox"/> Yes <input type="checkbox"/> No # Location with this order 1	
Customer Account Contact Person ROBERT WHALEN		Customer Account Contact Phone Number 510-526-9242	Ext.
Customer Account Contact Email Address		Customer Account Contact Fax Number	
Customer Account Contact Mailing Address 1294 ALBINA AVE		City BERKELEY	State CA Zip 94706
Billing Account Name ST. MARYS COLLEGE HIGH SCHOOL	Billing Account Person ROBERT WHALEN	Billing Contact Phone Number 510-526-9242	Ext.
Billing Contact Email Address		Billing Contact Fax	
Billing Mailing Address 1294 ALBINA AVE		City BERKELEY	State CA Zip 94706
Service Location Account Name ST. MARYS COLLEGE HIGH SCHOOL	Service Location Contact Person ROBERT WHALEN	Service Location Phone Number 510-526-9242	Ext.
Service Location Contact Email Address		Service Location Fax	
Service Location Address 1294 ALBINA AVE		City BERKELEY	State CA Zip 94706
Sales Representative Kanicka Adigun		Collocation	PAL Lead ID

<b>TERM* (A Minimum 1-Year Term is required)</b> <input checked="" type="checkbox"/> Optional 2-Year Term <i>From 2/6/06 date</i> <input type="checkbox"/> Optional 3-Year Term * Beginning from date of installation. Early Termination Fees apply. See attached terms and conditions for details.	<b>Minimum Monthly Revenue Commitment (MMRC)</b> <input type="checkbox"/> \$250* <input type="checkbox"/> \$500 <input type="checkbox"/> \$1000 <input type="checkbox"/> \$1500 <input type="checkbox"/> \$2000 <input type="checkbox"/> \$2500 <input type="checkbox"/> \$Other _____ *Not available with Independence Plan.	<b>\$25 Account Set-up Fee*</b> * Set-Up Applicable to each billing invoice established
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<b>INVOICE TYPE:</b> <input type="checkbox"/> Suppress paper Invoice(AIM*) <input type="checkbox"/> Paper Invoice *Must provide a valid Email Address	<b>PROMOTION CODE(S)</b>	<b>RENEWAL CODE(S)</b> RNW10-10% OFF MRC	<b>TAX EXEMPT</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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## \*\*DESCRIPTION OF SERVICES

<b>LOCAL SERVICE</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	<b>Line QTY.</b> _____	<b>TRUE BUSINESS (1)</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	<b>Line QTY.</b> _____	<b>DPBX (LOCAL T-1)</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	<b>Line QTY.</b> _____
<b>ISDN-PRI</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	<b>Line QTY.</b> _____	<b>INTEGRATED SERVICES (1) (2)</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	<b>Line QTY.</b> _____		
<input type="checkbox"/> DEDICATED INTERNET SERVICES(2)					
<input type="checkbox"/> BUSINESS DSL(3)					

(1) Must select True Business Solutions for Local and IntraLATA calling options. (2) Refer to Broadband Service Exhibit.  
 (3) Refer to DSL Services Addendum.

**\*\* DESCRIPTION OF SERVICES CONTINUED**

<b>Other</b>	<b>QTY.</b>	<b>Name Specific</b>	<b>International Termination</b>
<input type="checkbox"/> Calling Card(s)	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Toll-Free Number(s)	___		
<input type="checkbox"/> Voice Mail	___		
<input type="checkbox"/> Feature Package	___	Refer to Feature Package Request Form	
<input type="checkbox"/> Wire Maintenance (4)	___		
<input type="checkbox"/> Local Call Detail	___	(Number of locations with LCD)	
<input type="checkbox"/> LD Account Codes	___	Refer to the Account Code Addendum(s)	
<input type="checkbox"/> Conferencing	___		

(4) Wire Maintenance is required on all lines at a service location and is a per line charge. Additional terms and conditions are set forth in the Wire Maintenance Plan Addendum.

**\*\* VOICE SERVICES CARRIER INFORMATION**

☐ **SELECT PLAN<sup>(5)</sup>** (5) By choosing the XO Select Plan, you are authorizing us to provide you with local, local toll and long distance services at all locations serviced by us. By making this selection, you are eligible to receive free calling (up to 2,500 minutes per line, per month) between each of those service locations.

**LOCAL CALLING  
AND INTRALATA TOLL****LONG DISTANCE TOLL (INTERLATA)  
AND TOLL-FREE SERVICES****Local Calling Options:**

☐ Standard ☐ True Business Solutions  
☐ Optional (where available)\*

**IntraLATA Toll Options:**

☐ Standard ☐ True Business Solutions<sup>(6)</sup>  
☐ Optional (where available)\*

☐ **Other IntraLATA Carrier:**

Carrier/Account Number \_\_\_\_\_

● **Standard IntraState/InterLATA Toll/Instate Toll-Free Service<sup>(7)</sup>**● **"Across America" 1 + Plans (InterState plans)<sup>(7)</sup>**

- ☐ Business Plus 5.9¢ LD<sup>(8)</sup> (9)
- ☐ Business 2-Pack (8)(9)
- ☐ Business 15-Pack (8)(9)
- ☐ True Savings 3.6¢ LD<sup>(8)</sup>(9)(10)
- ☐ Business 5-Pack (8)(9)
- ☐ Business 25-Pack (8)(9)

☐ **Optional Plan (where available)\***☐ **Other InterLATA Carrier:**

Carrier/Account Number \_\_\_\_\_

\* If selecting an Optional Plan, you must complete the addendum and attach it hereto.

(6) Includes a limited usage allotment. Overage will be charged at standard rates. (7) Must select an InterState plan. A minimum Monthly Service Charge of \$5.00 will apply. Not available with Standard Plan. (8) Contributory but not eligible for Independence Plan discount. (9) Must choose XO Communications for the InterLATA Carrier. (10) Minimum Monthly Usage Commitment varies by market.

**CUSTOMER ACCEPTANCE**

By initialing the space provided below, Customer acknowledges its review and receipt of the attached XO Telecom Service Order Agreement Terms and Conditions. [Customer's Initials: \_\_\_\_\_]

The person signing below represents and warrants that he/she is fully authorized to execute and deliver this Agreement on behalf of Customer. By signing below, Customer hereby acknowledges and agrees (i) to be bound by the attached Terms and Conditions, and (ii) that Customer has received, and has read and understood that such Terms and Conditions govern the Services ordered hereunder.

Customer Signature

Customer Name (Printed)

Title (Printed)

Date

Sales Representative Signature

Sales Representative (Printed)

Date

Kanioka Adigun

Kanioka Adigun

2/6/06

\*\* For exact rates and charges please refer to [www.terms.xo.com](http://www.terms.xo.com).

# XO Communications

**TELECOM**  
**SERVICES ORDER AGREEMENT**  
 Customer Care 1-800-553-1989  
 See attached terms and conditions.

ORDER TYPE					
<b>PLAN TYPE</b> <input type="checkbox"/> STANDARD PLAN <input type="checkbox"/> INDEPENDENCE PLAN		<b>CUSTOMER TYPE</b> <input type="checkbox"/> NEW CUSTOMER <input checked="" type="checkbox"/> EXISTING CUSTOMER - adding to existing service agreement <input type="checkbox"/> RENEWAL CUSTOMER - no changes to current services <input type="checkbox"/> RENEWAL CUSTOMER - changes listed below or on attached form			
CUSTOMER PROFILE					
Customer Account Name <b>ST. MARY'S COLLEGE HIGH SCHOOL</b>		Multi Locations (If Yes, use Multi-Location Addendum) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No # Location with this order _____			
Customer Account Contact Person <b>ED. SADEGHIZ</b>		Customer Account Contact Phone Number <b>570-559-6243</b>		Ext. _____	
Customer Account Contact Email Address <b>ESADEGHIZ@STMCHS.ORG</b>		Customer Account Contact Fax Number <b>570-</b>			
Customer Account Mailing Address <b>1294 ALBINA AVE</b>		City <b>BERKELEY</b>	State <b>CA</b>	Zip <b>94706</b>	
Billing Account Name <b>ST. MARY'S COLLEGE HS</b>		Billing Contact Person <b>SANDY DIAZ</b>		Billing Contact Phone Number _____ Ext. _____	
Billing Contact Email Address <b>SDIAZ@STMCHS.ORG</b>		Billing Contact Fax _____			
Billing Mailing Address <b>SAME</b>		City _____	State _____	Zip _____	
Service Location Account Name <b>STMCHS - T1</b>		Service Location Contact Person <b>ED SADEGHIZ</b>		Service Location Phone Number <b>570-559-6243</b> Ext. _____	
Service Location Contact Email Address <b>ESADEGHIZ@STMCHS.ORG</b>		Service Location Contact Fax _____			
Service Location Address <b>1294 ALBINA AVE</b>		City <b>BERKELEY</b>	State <b>CA</b>	Zip <b>94706</b>	
Sales Representative <b>KATHRYN FLEMING</b>		Collocation _____		PAL Lead ID _____	
<b>TERM* (A Minimum 1-Year Term is required)</b> <input type="checkbox"/> Optional 2-Year Term <input checked="" type="checkbox"/> Optional 3-Year Term * Beginning from date of installation. Early Termination Fees apply. See attached terms and conditions for details.		<b>Minimum Monthly Revenue Commitment (MMRC)*</b> <input type="checkbox"/> \$500 <input type="checkbox"/> \$1000 <input checked="" type="checkbox"/> \$1500 <input type="checkbox"/> \$2000 <input type="checkbox"/> \$2500 <input checked="" type="checkbox"/> Other <b>None</b> *MMRC applies only to the Independence Plan		<b>\$25 Account Set-up Fee*</b> *Set-Up Applicable to each billing invoice established <b>None</b>	
<b>INVOICE TYPE:</b> <input type="checkbox"/> Suppress paper Invoice (AIM*) <input checked="" type="checkbox"/> Paper Invoice *Must provide a valid Email address		<b>PROMOTION CODE(S)</b> <b>EMD15</b>		<b>RENEWAL CODE(S)</b> _____	
<b>TAX EXEMPT</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
** DESCRIPTION OF SERVICES					
<b>LOCAL SERVICE</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)		<b>TRUE BUSINESS<sup>(1)</sup></b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)		<b>DPBX (LOCAL T-1)</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)	
<b>ISDN-PRI</b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)		<b>INTEGRATED SERVICES<sup>(1) (2)</sup></b> <input type="checkbox"/> New Number(s) <input type="checkbox"/> Existing Number(s)			
<input checked="" type="checkbox"/> <b>DEDICATED INTERNET SERVICES<sup>(2)</sup></b> <input type="checkbox"/> <b>BUSINESS DSL<sup>(3)</sup></b>					
(1) Must select True Business Solutions for Local and IntraLATA calling options. (2) Refer to Broadband Service Exhibit. (3) Refer to DSL Services Addendum.					

# XO Communications

## BROADBAND SERVICE EXHIBIT

Customer Care 1-800-553-1989  
See attached terms and conditions.

### CUSTOMER PROFILE

Customer Account Name <b>ST. MARYS COLLEGE HIGH SCHOOL</b>	Multi Locations (If Yes, use Multi-Location Addendum) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No # Location with this order		
Customer Account Contact Person <b>ED SADEGHI</b>	Account Contact Phone Number <b>510-559-6243</b>	Ext. #1	
Customer Account Contact Email Address <b>ESADEGHI@STMCHS.ORG</b>	Customer Account Contact Fax <b>510-559-6298</b>		
Customer Account Mailing Address <b>1294 ALBINA AVE</b>	City <b>BERKELEY</b>	State <b>CA</b>	Zip <b>94706</b>

### TECHNICAL PROFILE

Technical Contact <b>Ecl Sadeghi</b>	Technical Contact's Phone <b>510-559-6243</b>	Ext.
Technical Contact's Email Address <b>esadeghi@stmchs.org</b>	Technical Contact's Fax Number <b>510-559-6298</b>	
Technical Contact's Cellular Number <b>510-847-6663</b>	CPE Vendor	
CPE Vendor Contact Name	CPE Vendor Contact Number	Ext.
CPE Type	Interface Equipment	

### HOSTING PROFILE

Hosting Contact	Hosting Contact Phone Number
Hosting Contact Email Address	Hosting Contact Cellular Number
XO Web Basics	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### DEDICATED INTERNET ACCESS\*

#### DEDICATED INTERNET

<input checked="" type="checkbox"/> Customer-provided router			
SPEED	QTY(1)	INSTALL FEE(2)	SERVICE LOCATION(S)
<input type="checkbox"/> 256K	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 512K	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 768K	<u>  X  </u>	<u>          </u>	<u>          </u>
<input checked="" type="checkbox"/> 1.5M	<u>  1  </u>	<u>  0  </u>	<u>  1  </u>

NOT HD SL

(1) Maximum of two circuits per location. (2) A minimum installation fee applies per circuit.

#### MULTI-MEG DEDICATED INTERNET

<input type="checkbox"/> Customer-provider router			
SPEED	QTY (3)	INSTALL FEE	SERVICE LOCATION(S)
<input type="checkbox"/> 3M	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 4.5M	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 6M	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 7.5M	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 9M	<u>  X  </u>	<u>          </u>	<u>          </u>
<input type="checkbox"/> 12M	<u>  X  </u>	<u>          </u>	<u>          </u>

(3) Maximum of one circuit per location.

wants to go line 7-8.05  
for before 7-8

# INTEGRATED SERVICES AND VOICE/DATA CONFIGURATION\*

PACKAGE TYPE	QTY	INSTALL FEE	SERVICE LOCATION(S)
<input checked="" type="checkbox"/> True Business TC (4)	X		
<input checked="" type="checkbox"/> True Business DTC (4)	X		

Total # of Device Matrices \_\_\_\_\_

(4) Minimum required configuration includes six voice lines and 512K data speed.

VOICE LINES	LOCATION(S)	DATA SPEED	LOCATION(S)
<input checked="" type="checkbox"/> 6 lines		<input checked="" type="checkbox"/> 1.152M (18 Channels)	
<input checked="" type="checkbox"/> 7 lines		<input checked="" type="checkbox"/> 1.088M (17 Channels)	
<input checked="" type="checkbox"/> 8 lines		<input checked="" type="checkbox"/> 1.024M (16 Channels)	
<input checked="" type="checkbox"/> 9 lines		<input checked="" type="checkbox"/> 960K (15 Channels)	
<input checked="" type="checkbox"/> 10 lines		<input checked="" type="checkbox"/> 896K (14 Channels)	
<input checked="" type="checkbox"/> 11 lines		<input checked="" type="checkbox"/> 832K (13 Channels)	
<input checked="" type="checkbox"/> 12 lines		<input checked="" type="checkbox"/> 768K (12 Channels)	
<input checked="" type="checkbox"/> 13 lines		<input checked="" type="checkbox"/> 704K (11 Channels)	
<input checked="" type="checkbox"/> 14 lines		<input checked="" type="checkbox"/> 640K (10 Channels)	
<input checked="" type="checkbox"/> 15 lines		<input checked="" type="checkbox"/> 576K (9 Channels)	
<input checked="" type="checkbox"/> 16 lines		<input checked="" type="checkbox"/> 512K (8 Channels)	
<input checked="" type="checkbox"/> 17 lines		<input checked="" type="checkbox"/> 448K (7 Channels)	
<input checked="" type="checkbox"/> 18 lines		<input checked="" type="checkbox"/> 384K (6 Channels)	
<input checked="" type="checkbox"/> 19 lines		<input checked="" type="checkbox"/> 320K (5 Channels)	
<input checked="" type="checkbox"/> 20 lines		<input checked="" type="checkbox"/> 256K (4 Channels)	
<input checked="" type="checkbox"/> 21 lines		<input checked="" type="checkbox"/> 192K (3 Channels)	
<input checked="" type="checkbox"/> 22 lines		<input checked="" type="checkbox"/> 128K (2 Channels)	
<input checked="" type="checkbox"/> 23 lines		<input checked="" type="checkbox"/> 64K (1 Channels)	

## CUSTOMER CHECKLIST

### CUSTOMER AGREES TO PROVIDE THE FOLLOWING:

- ☒ 10baseT network or PC with an Ethernet connection
- ☒ AC power within four feet of where the XO-provided equipment will be mounted
- ☒ (Integrated Services only) Arrangements for connection from the termination block to the internal telephone network
- ☒ Arrangements for connection from the Ethernet port on the XO equipment to the network hub
- ☒ Building or phone room access to allow installation of service

## CUSTOMER ACCEPTANCE

By initialing the space provided below, Customer acknowledges its review and receipt of the attached XO Telecom Service Order Agreement Terms and Conditions. [Customer's Initials: JK]

The person signing below represents and warrants that he/she is fully authorized to execute and deliver this Agreement on behalf of Customer. By signing below, Customer hereby acknowledges and agrees (i) to be bound by the attached Terms and Conditions, and (ii) that Customer has received, and has read and understood that such Terms and Conditions govern the Services ordered hereunder.

Customer Signature

Customer Name (Printed)

Joseph W. Adams

Title (Printed)

Director of Finance

Date

5/19/05

Sales Representative Signature

Sales Representative (Printed)

KATHRYN FLEMING

Date

5-19-2005

\*\* For exact rates and charges please refer to [www.terms.xo.com](http://www.terms.xo.com).

XOTSOA (04/05)



**XO TELECOM SERVICE ORDER AGREEMENT  
TERMS AND CONDITIONS**

**A. SERVICE OFFERING.** You agree you are contracting for the services ("Services") referenced on the XO Telecom Service Order Agreement ("TSOA") with XO Communications Services, Inc., on behalf of its operating subsidiaries and controlled affiliates (such subsidiaries and affiliates hereinafter collectively referred to as "XO"). This Agreement (as defined below) between you ("you" may also be referred to as "Customer") and XO sets forth the legal rights and obligations governing the XO offer, provisioning, and delivery of Services to you and your use of the Services.

*This Agreement consists of the TSOA, including the following terms and conditions, the Product Ts and Cs (as defined in Section D below), the general Service terms and conditions (collectively, the "Additional Terms"), both set forth at ([www.terms.xo.com](http://www.terms.xo.com)) and any Schedules, Addendums, Appendices, and Exhibits attached hereto (collectively, and as applicable, the "Terms and Conditions"), and applicable tariffs (collectively, the "Agreement").* Some Services offered by XO under this Agreement are offered pursuant to applicable tariffs, which are filed with applicable regulatory agencies ("Tariffed Services"), as well as the Terms and Conditions. All applicable tariffs are fully incorporated herein. For Tariffed Services, in the event of a conflict between the Terms and Conditions and a tariff, the tariff shall control to the extent of any inconsistency. Upon cancellation of any tariff, the Terms and Conditions shall control. The terms and conditions set forth herein summarize in most respects the Additional Terms. In the event of any inconsistency between the terms contained herein and the Additional Terms, and only to the extent of the inconsistency, the Additional Terms shall control.

**B. TERM.** The Agreement is effective once executed by Customer. The initial Service term shall be as set forth on the TSOA ("Initial Term") and shall begin on the Start of Service Date (as defined below). If no Initial Term is set forth, the term of this Agreement is one year. Upon expiration of the Initial Term, unless terminated in accordance with this provision, this Agreement will automatically renew for a similar term and at the same rates (unless otherwise stated in any notice provided by XO) pursuant to the Terms and Conditions, including the applicable tariff(s) (collectively, the Initial Term and any applicable renewal term shall be referred to herein as the "Term"). Unless XO has already provided notice of its intent to terminate this Agreement, XO will inform Customer, in writing, prior to the expiration of the Initial Term or applicable renewal term that if no action is taken by Customer prior to expiration of the Term, this Agreement will automatically renew as set forth above. If Customer wishes to terminate a Service or Circuit(s) for any reason, or not to renew such Service or Circuit(s), Customer shall provide XO with written notice ("Termination Notice") addressed to XO at such location as XO shall specify from time to time. Such Termination Notice must specify all necessary identifying details about the Service or Circuit being terminated (e.g., Circuit Identification number, the A and Z locations of such Circuit) and the requested effective date of such termination (which date must not be less than thirty (30) days from the date notice is received by XO). Termination of Service/Circuit(s) by any form of communications or means other than as provided above shall not be effective and Customer shall remain obligated to XO for all Services/Circuit(s) rendered. For the avoidance of doubt, if Customer elects to take Service for a minimum term or minimum commitment and cancels Service before the end of the Term, Customer shall be subject to early termination charges, as further detailed in the applicable Terms and Conditions.

**C. RATES.** The rates for Services shall be set forth in the applicable tariff or price list located at [www.terms.xo.com](http://www.terms.xo.com) and shall be valid for the Initial Term subject to the applicable Terms and Conditions. Rates for international Services are subject to change on five (5) days notice from XO, and new rates are automatically effective on the 6th day from the date of such notice. Customer acknowledges international long distance wireless terminations are billed at higher rates, as further set forth in the Additional Terms. Rates do not include taxes, surcharges and fees charged by XO, including but not limited to the Subscriber Line Charge and Long Distance Access Charges.

**D. SUPPLEMENTAL PRODUCT TERMS AND CONDITIONS.** The supplemental product terms and conditions applicable to certain XO products are listed at ([www.terms.xo.com](http://www.terms.xo.com)) (the "Product Ts and Cs"). Only the Product Ts and Cs for Services ordered or used by you are applicable.

**E. ACCEPTABLE USE POLICY.** Customer agrees to be bound by the XO Acceptable Use Policy ("AUP") found at ([www.xo.com/legal](http://www.xo.com/legal)).

**F. RIGHT TO MAKE SERVICE CHANGES.** XO retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which XO provides Services to Customer, as well as the right to change, add to or delete Service or Service offerings with appropriate notice to Customer.

**G. PAYMENT.** Customer shall pay XO for Services by check sent to the address provided for herein or on the invoice, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method as approved by XO without deduction, setoff or delay for any reason. Invoices are due upon receipt, which is presumed within three (3) days after the invoice is mailed. Customer agrees to pay the applicable set-up, installation and disconnect fees. Installation and disconnect fees are non-refundable. Regular billing for the Services will begin on the Start of Service Date (as defined below). Monthly recurring charges are billed in advance while usage and related charges are billed in arrears. Customer agrees that any additional Services requested, whether verbally or in writing, (including but not limited to an upgrade or relocation of Customer's circuit(s)) will incur additional fees and charges, and Customer agrees to pay these fees and charges when invoiced. Invoices not paid within thirty (30) days after date of invoice, will be past due and subject to a 1.5% per month interest fee or the maximum rate permitted by law, whichever is less, on all past-due balances. Customer authorizes XO to request information from a reporting agency to enable XO to assess Customer's credit history, that such action is not the extension of "credit" to Customer, and that XO may alter any Service or billing arrangements as a result, upon notice to Customer. In addition, Customer acknowledges that XO may require Customer to submit upon demand a deposit, bond or other financial assurances to XO if so requested as a condition of initial or continued Service, or Service may be suspended or terminated.

**H. COMMUNICATION FACILITIES.** In the event XO is required to construct and/or acquire communication facilities in order to provide Service to Customer, Customer acknowledges and agrees that XO will incur significant costs in provisioning Service to Customer, including costs associated with constructing and/or acquiring the communications facilities necessary for delivery of Services to Customer. In addition to any other rights and remedies XO may have, Customer agrees that if Customer cancels, terminates or breaches this Agreement after execution but prior to the Start of Service Date, Customer will be required to reimburse XO for all costs XO incurs in constructing and/or acquiring such communications facilities. Customer further agrees that if XO constructs or is constructing facilities in order to provide Services to Customer or Customer receives an individual case basis transaction (non-standard pricing, terms or products), Customer shall not be eligible for the Satisfaction Guarantee set forth at ([www.xo.com/care/xoquarantee.pdf](http://www.xo.com/care/xoquarantee.pdf)).

**XO TELECOM SERVICE ORDER AGREEMENT  
TERMS AND CONDITIONS**

**I. START OF SERVICE DATE.** The "Start of Service Date" for a Service shall be the later of (i) the date requested by Customer for in-service as indicated on the Service Order, (ii) the date XO notifies Customer that the Service is installed or connected, successfully tested and available for Customer use, or (iii) the date after Service testing and acceptance has been completed per the Terms and Conditions where applicable, regardless of whether or not Customer uses the Service. Notwithstanding the above, the Start of Service Date shall never be later than the date Customer begins to use the Service. *Billing will begin on the Start of Service Date. The parties may mutually agree in writing upon a substitute Start of Service Date.* If Customer notifies XO in writing that it is not prepared to utilize the Services or facility after XO has notified the Customer that the requested Service or facility is ready for use, XO may nonetheless begin billing the Customer on the Start of Service Date. XO may bill Customer for any costs it has incurred in provisioning the Services. Customer agrees to cooperate with XO to accomplish Service activation by providing reasonable access to Customer's premises and facilitating testing and Service delivery requirements and Customer agrees XO shall have reasonable access to Customer's premises to repair, maintain or retrieve XO equipment. **XO shall not be liable for any damages whatsoever resulting from delays in meeting Service delivery dates requested or specified by Customer, or inability to provide Services.** Customer may not cancel this Agreement if there is a delay in installation related to the Services unless such delay is solely due to XO and such delay is longer than ninety (90) days beyond the parties agreed Start of Service Date; provided, however, in no event may Customer cancel if XO has agreed to construct or is constructing Communication Facilities to provide Service to Customer.

**J. DEFAULT/TERMINATION.** Except as otherwise required by law or applicable regulation, if, after the Start of Service Date, Customer: (a) fails to pay any amount required under this Agreement or any other agreement with XO when due and such failure continues for ten (10) days, or such other cure period as may be specified in the applicable Exhibit, after written notice to Customer that the same is due and payable; (b) fails to comply with any other material provision of this Agreement and such noncompliance continues for thirty (30) days after written notice to Customer thereof; or (c) Customer cancels or terminates Service, including any part of an integrated Service offering (except related to an international Service rate change pursuant to Section C, and as further set forth in the Additional Terms), at any time before completion of the Initial Term or any renewal Term, then XO may elect to pursue one or more of the following courses of action, as applicable: (i) terminate in whole or in part Customer's Service, whereupon, as applicable, the following early termination charges are immediately due and payable:

Service Type	Early Termination Charges
Local T1, ISDN/PRI, and Dedicated Internet	\$300.00 x remaining number of months in the Term, per circuit
Integrated and Total Communications	\$200.00 x remaining number of months in the Term, per circuit
All other voice circuits (i.e., analog business lines)	\$75.00 x remaining number of months in the Term, per service location

(ii) take immediate appropriate action to enforce payment, including suspension or discontinuance of all or any part of the Services; and/or (iii) pursue any other remedies as may be provided at law or in equity. In addition to any other rights and remedies XO may have, including those set forth in Section H, Customer agrees that if Customer cancels, terminates or breaches this Agreement after execution of the Agreement but prior to the Start of Service Date, except as termination is permitted in Section I, Customer shall pay XO an early termination charge of two (2) months of the anticipated monthly recurring charges or commitment level, along with all nonrecurring charges. Any action outlined herein by XO shall not be construed as an exclusive remedy and shall not waive any XO right to pursue any other remedies. It is agreed that XO damages in the event of Service cancellation or termination shall be difficult or impossible to ascertain. Early termination charges are intended to establish liquidated damages and are not intended as a penalty.

**K. DISCLAIMER OF WARRANTIES.** XO MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, SYSTEM EQUIPMENT OR XO OWNED OR PROVIDED EQUIPMENT USED BY THE CUSTOMER, INCLUDING ANY EQUIPMENT WITH RESPECT TO WHICH TITLE MAY TRANSFER TO CUSTOMER (EXCEPT TO THE EXTENT SET FORTH IN A SEPARATE XO SALE TRANSFER DOCUMENT). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ADDITIONAL WARRANTY LIMITATIONS RELATED TO SPECIFIC PRODUCTS MAY BE FOUND AT ([WWW.TERMS.XO.COM](http://WWW.TERMS.XO.COM)).

**L. LIMITATION OF LIABILITY.** 1. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMER, OR ANY OTHERS, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT AND/OR SERVICES PROVIDED HEREUNDER, XO'S LIABILITY FOR SERVICE INTERRUPTIONS OR SERVICE PROBLEMS, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES AS EXPRESSLY PROVIDED IN APPLICABLE TARIFFS OR AS OTHERWISE SET FORTH IN THE TERMS AND CONDITIONS FOUND AT [WWW.TERMS.XO.COM](http://WWW.TERMS.XO.COM).

2. XO SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM: (A) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, USE OR MISUSE OF AN ACCOUNT, EQUIPMENT, OR SERVICE; (B) ANY ACT OR OMISSION OF CUSTOMER, OR ITS END-USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING EQUIPMENT, PRODUCTS OR SERVICES TO CUSTOMER; OR (C) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICE OR THE EQUIPMENT, EVEN IF XO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ONLY EXCEPTION SHALL BE TO THE EXTENT PROPERTY DAMAGE TO CUSTOMER'S PREMISES IS CAUSED DUE TO XO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED, HOWEVER, IN NO EVENT SHALL XO LIABILITY FOR DIRECT DAMAGES BE GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO XO DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

3. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF

**XO TELECOM SERVICE ORDER AGREEMENT  
TERMS AND CONDITIONS**

**DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, OR HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER.**

**M. ADDITIONAL TERMS AND CONDITIONS FOR BROADBAND SERVICES** 1. XO reserves the right to start billing customer a \$200.00 monthly recurring charge for the local loop portion of their Service if through the actions or inactions of Customer XO is not able to install the requisite *premise equipment within ten (10) business days following the installation of such local loop.*

2. The data Service is available for use once the premise equipment has been tested and turned up. XO reserves the right to start billing for the data portion of the Service after XO, in its sole discretion, has successfully tested and turned up the premise equipment.

3. XO reserves the right to start billing for the voice portion of the Service once, in XO's sole discretion, all lines have been cross-connected from XO's connection block to Customer's connection block. If any local, long distance, or lata toll usage is generated on one or more lines associated with the Integrated Access or Total Communications Service prior to completion of the cross-connects, billing will commence for the total monthly recurring charge of the base package. If one or more lines generating local, long distance, or lata toll usage are incremental lines, then billing will be initiated for those incremental lines generating usage.

4. XO's standard installation includes circuit installation, installation of premise equipment, and reasonable and customary inside wiring for extension of the circuit from, in XO's sole discretion, the minimum point of entry in the building where Customer is located to the demarcation point located in customer's suite. The demarcation point is the area of the customer's suite where telephony services are commonly terminated, and nearest to where XO facilities enter the building. Standard installation does not include core drilling, wiring extensions for excessive distances, installation of new conduit, installation of water proofing shielding, installation of aerial circuit runs, or removal of hazardous materials, as determined by XO in its sole discretion. XO will provide, or arrange for, standard inside wiring for a total cost of up to \$899.00. If the total cost of such inside wiring exceeds \$899.00, Customer will be given the following options:

- Customer may pay the total cost over \$899.00.
- Customer may hire their own contractor to perform the inside wiring work.
- Customer may cancel the affected Service without liability.

5. The XO Integrated Access Service and Total Communications Services are Services that include both voice and data provided over one circuit. In order to deliver this Service, XO will provide and install an integrated access device. By signing this Agreement, Customer acknowledges that in the event the integrated access device loses power, no telephone calls can be completed and accordingly, at a minimum, Customer should purchase a uninterrupted power supply that can supply power to the integrated access device for the maximum length of time of any power outage. Moreover, since Customer, not XO, is responsible for providing power, Customer hereby releases XO, together with all of its Affiliates, from any liability whatsoever with regard to telephone calls not completed due to a power failure or interruption in power. In addition, Customer shall indemnify, defend, and hold XO, together with all of its Affiliates, from and against any and all claims, lawsuits, liabilities, or damages resulting from, in connection with, or arising out of, telephone calls not completed due to a power failure or interruption in power.

6. Customer acknowledges that after their telephone numbers are ported to XO and/or the XO Service is fully installed, Customer will need to contact their vendor to reconnect their system(s), including, but not limited to, PBX systems, key systems, and alarm systems.

**N. COMPLETE AGREEMENT/ADDITIONAL TERMS.** This Agreement, incorporating all the items referenced herein, represents the complete agreement of the parties, and supersedes all other agreements whether written or oral. This Agreement may be modified only by written agreement executed by authorized parties, changes to the URL sites referenced, changes to tariffs or as otherwise specifically provided herein. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. Any modification to the Agreement not signed by XO shall render the Agreement null and void and subject to immediate termination. This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws, and Customer consents to the jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia.

**THE ADDITIONAL TERMS, AUP AND TARIFFS MAY BE MODIFIED FROM TIME TO TIME AT XO DISCRETION OR AS REQUIRED BY APPLICABLE LAW. YOU AGREE TO REVIEW SUCH CHANGED ITEMS FROM TIME TO TIME AND BE BOUND BY SUCH CHANGES, AS THEY PERTAIN TO THE PARTICULAR SERVICES YOU CHOOSE NOW OR MAY CHOOSE IN THE FUTURE. IF CUSTOMER DETERMINES CHANGES TO THE ADDITIONAL TERMS, AUP AND TARIFFS WILL MATERIALLY AND DETRIMENTALLY AFFECT CUSTOMER'S SERVICE OR RIGHTS AND ARE NOT MANDATED BY LAW OR REGULATION, CUSTOMER MAY PROVIDE XO WRITTEN NOTICE OF OBJECTION. CUSTOMER MUST INCLUDE A DETAILED DESCRIPTION OUTLINING HOW THE CHANGE ADVERSELY AFFECTS CUSTOMER'S SERVICE(S). XO WILL REVIEW SUCH NOTIFICATION AND IF THE PARTIES CANNOT COME TO AN AGREEMENT WITHIN THIRTY (30) DAYS, CUSTOMER MAY TERMINATE SUCH SERVICE(S) WITHOUT INCURRING CHARGES FOR EARLY TERMINATION PROVIDED THAT CUSTOMER'S ACCOUNT IS CURRENT (I.E., NO BALANCE OLDER THAN THIRTY (30) DAYS). IN ANY CASE, THE CHANGES SHALL NOT DIMINISH ANY APPLICABLE SERVICE LEVEL AGREEMENTS ENTERED INTO AT THE START OF SERVICE DATE. YOU HEREBY CONSENT TO THE INCORPORATION OF APPLICABLE TARIFFS AND THE ADDITIONAL TERMS, INCLUDING, WITHOUT LIMITATION, THE DISPUTE RESOLUTION PROVISIONS, POSTED AT ([WWW.TERMS.XO.COM](http://WWW.TERMS.XO.COM)) AND THE AUP. YOU AGREE THAT ACCEPTANCE OF THIS AGREEMENT CONSTITUTES CONSENT TO THE USE OF ELECTRONIC RECORDS. YOU MAY REQUEST HARD COPIES OF PART OR ALL OF THE TERMS AT ANY TIME BY CALLING 1-888-699-6398. THE OFFERING AND PROVISIONING OF SERVICES IS SUBJECT TO ANY REQUIRED INTERNAL XO APPROVALS AND ANY REGULATORY COMMISSION REVIEW, APPROVAL AND REQUIREMENTS. IF YOU USE THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE AUP, AND THE APPLICABLE TARIFFS.**

# XO Communications

Kathryn Fleming  
XO Communications  
40 Technology Drive  
San Jose, CA 95110  
408-817-2627  
eFax 469-461-7161

Total

XO Services	Qty	Unit Price	Monthly
Internet T-1 1.54Mbps 3 Year	1	\$ 643.00	\$ 643.00
Internet T-1 Promotional Credit 3yr	1	\$ (133.0)	\$ (133.00)
15% discount	1	\$ (76.50)	\$ (76.50)
<b>XO Consolidated TOTAL</b>			<b>\$433.50</b>

*Proposal Prepared With Following Considerations:*

Contract Term  
Accurate as of

3 Year  
5/19/2005

## Additional Local, State, & Federal Taxes Apply

Customer's actual charges may vary from the estimate depending on services and features actually ordered, usage volume, and term commitment. Further, this estimate does not include taxes, surcharges, or other pass-through assessments. XO's estimate is not a contract, a binding offer, nor an agreement to enter into a contract. If XO's estimate is accepted, XO and Customer will negotiate in good faith to enter into a binding contract, substantially in the form of XO's standard form contract, containing all final terms and conditions mutually agreed to by the parties. Services set forth in this estimate also will be governed by any applicable XO tariff. By signing below, customer acknowledges receipt of this non-binding proposal for service.

Customer Signature \_\_\_\_\_

XO Sales Manager Signature \_\_\_\_\_

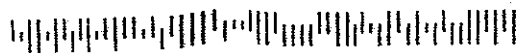
**This is a quote for three years**

**1.54 Mbps**

**includes local loop**

**includes 16 static IP addresses, 13 usable**

**includes router**



**SAINT MARY'S COLLEGE HIGH SCHOOL**

PERALTA PARK • 1294 ALBINA AVENUE • BERKELEY • CALIFORNIA 94706-1706



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SAINT MARY'S COLLEGE

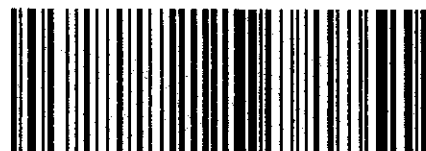
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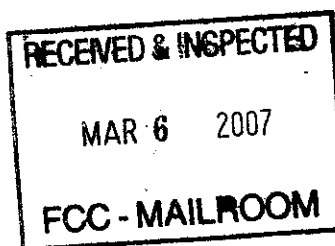
TS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



7006 0810 0000 7741 0339



**FIRST CLASS**